

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 87	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9128F-17-T-0017	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KEVIN S THOMSEN		b. TELEPHONE NUMBER (No Collect Calls) 402-995-2919		6. SOLICITATION ISSUE DATE 10-Mar-2017	
9. ISSUED BY  U.S. ARMY CORPS OF ENGINEERS, OMAHA DIST CONTRACTING OFFICE 1616 CAPITOL AVENUE OMAHA NE 68102-4901  TEL: FAX:		CODE W9128F		10. THIS ACQUISITION IS  <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  COE FT PECK PROJECT OFFICE CINDY LOTT USAED OMAHACENWO-OD-FP BOX 208 FORT PECK MT 59223-0208 TEL: (402)526-3411 EXT. 4268 FAX:		CODE 968609		16. ADMINISTERED BY  CODE			
17a. CONTRACTOR/OFFEROR  TELEPHONE NO.		CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY  CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.    ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.    ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 87	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Ft. Peck Pines/Bone Cleaning-Base Period FFP FT. PECK PINES/BONE TRAIL CLEANING Performance dates based upon Technical Exhibit 3, Pines and Bone Trail Recreation Area Cleaning Schedule and the PWS (Weekly Performance between May – Nov, Monthly Performance between Dec – April) FOB: Destination	1	Job		

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Ft. Peck Pines/Bone Cleaning-Opt Period 1 FFP FT. PECK PINES/BONE TRAIL CLEANING Performance dates based upon Technical Exhibit 3, Pines and Bone Trail Recreation Area Cleaning Schedule and the PWS (Weekly Performance between May – Nov, Monthly Performance between Dec – April) FOB: Destination	1	Job		

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Job		
OPTION	Ft Peck Pines/Bone Cleaning-Opt Period 2 FFP FT. PECK PINES/BONE TRAIL CLEANING Performance dates based upon Technical Exhibit 3, Pines and Bone Trail Recreation Area Cleaning Schedule and the PWS (Weekly Performance between May – Nov, Monthly Performance between Dec – April) FOB: Destination				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Job		
OPTION	Ft Peck Pines/Bone Cleaning-Opt Period 3 FFP FT. PECK PINES/BONE TRAIL CLEANING Performance dates based upon Technical Exhibit 3, Pines and Bone Trail Recreation Area Cleaning Schedule and the PWS (Weekly Performance between May – Nov, Monthly Performance between Dec – April) FOB: Destination				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Job		
OPTION	Ft Peck Pines/Bone Cleaning-Opt Period 4 FFP FT. PECK PINES/BONE TRAIL CLEANING Performance dates based upon Technical Exhibit 3, Pines and Bone Trail Recreation Area Cleaning Schedule and the PWS (Weekly Performance between May – Nov, Monthly Performance between Dec – April) FOB: Destination				

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NET AMT

PWS

## PERFORMANCE WORK STATEMENT (PWS)

### Pines and Bone Trail, Fort Peck Lake Recreation Grounds and Facility Cleaning/Janitorial Services Fort Peck Project, MT

#### Part 1

##### General Information

1. **GENERAL:** This is a non-personnel services contract to provide recreation facility cleaning services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform cleaning and ground maintenance of recreation areas and facilities as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 Background: Recreation areas and facilities are provided by the Fort Peck Project to enhance visitor experiences and to promote safe and healthy lifestyles.

1.3 Objectives: Contractor will provide cleaning and mowing services for recreation area grounds and facilities to ensure facilities meet basic human health and safety requirements and to provide quality visitor experiences.

1.4 Scope: Contractor will complete litter pickup, garbage removal, vault toilet cleanup and disinfecting, sidewalk debris removal, insect control, fire ring, picnic table, shade shelter, shelter building and fish cleaning station cleanup as well as mowing, trimming and minor maintenance of recreation grounds and facilities. The contractor shall perform work under this PWS to ensure grounds and facilities are safe, clean, and well maintained for the recreating public.

1.4.1 The Contractor shall be responsible for keeping a log/journal of the date and times that each area is cleaned. The log/journal shall be submitted along with invoice by no later than the fifth of each month or upon request of the Contracting Officers Representative (COR).

1.4.2 If the roads become impassable due to weather conditions on a weekly scheduled cleaning day, the facilities will be cleaned as soon as the roads become passable. If the roads are impassable until the following scheduled cleaning the missed cleaning will be cancelled and the Contractor will deduct it from the invoice. If the cleaning of any of the facilities is delayed, the COR must be notified as to which facilities were not cleaned and when the cleaning will take place.

1.4.3 If for any reason the Corps of Engineers closes a recreation area or a facility within a recreation area due to situations such as vandalism, low water levels or Government Shutdown, those cleanings will be deducted from the monthly invoice and the Contractor will not be paid for those scheduled cleanings. Contractor will be notified in writing by COR if cleanings in certain areas will be reduced or discontinued.

1.5 Period of Performance: The period of performance shall be for one (1) Base Period of 8 months

and four (4) 12-month option years. Technical Exhibit 3 – Work Schedule, outlines the work schedule within the period of performance (Weekly Performance between May – Nov, Monthly Performance between Dec – April). The contract Period of Performance reads as follows:

Base Year: May 2, 2017 through January 31, 2018  
 Option Year I: February 1, 2018 through January 31, 2019  
 Option Year II: February 1, 2019 through January 31, 2020  
 Option Year III: February 1, 2020 through January 31, 2021  
 Option Year IV: February 1, 2021 through January 31, 2022

## 1.6 General Information

1.6.1 Quality Control: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. A draft of the Quality Control Plan (QCP) shall be submitted for review and approval at the Post Award Conference. After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to his QC system.

1.6.2 Quality Assurance: The Government will monitor the Contractor's performance in each functional area under this contract and reserves the right to use whatever additional surveillance procedures it deems appropriate. The Government reserves the right to change methods of inspection as deemed necessary.

1.6.2.1. **Deficiencies**: Performance deficiencies will be handled as follows:

- a) **Re-performance**: If any of the work performed does not conform to contract requirements, the Government may require the Contractor to perform the work again at no cost to the Government. When the defect in work cannot be corrected by re-performance, or cannot be corrected in the specified time frame, the Government may, by separate contract or otherwise, perform the work and charge the Contractor any costs incurred by the Government that are directly related to the performance of such work. The actual cost includes, but is not limited to, labor costs including benefits, transportation, and materials.
- b) **Contract Deficiency Report (CDR)**. A CDR will be issued to the Contractor for any failure to perform. The CDR describes the deficiency or problem and will be discussed with the Contractor or his representative when it is issued. The Contractor shall provide his written response on the CDR form within 24 hours of issuance. The Contractor's response shall identify the cause and corrective action taken and identify corrective actions. The COR will evaluate the Contractor's response and record the corrective action to be taken, which may include deductions in payment. Upon finalization of the CDR, the Contractor and the COR shall sign the form and the Contractor will be given a copy of the completed form. Should the Contractor not concur with any decision or finding, the Contractor may so state, in writing, and request a final decision by the Contracting Officer. The Contracting Officer will review all CDRs issued; CDRs will also become a part of the permanent contract file.

1.6.3 Recognized Holidays: The Contractor will not be required to complete scheduled work on the following Federal Holidays if they fall or are observed on a Tuesday. If scheduled cleaning falls on a holiday, contractor will move the scheduled cleaning to the following day.

Memorial Day  
 Independence Day  
 Veterans Day

Labor Day  
 Columbus Day  
 Thanksgiving

1.6.4 Hours of Operation: The contractor is responsible for conducting business, between the hours of 6:00 am through 6:00 pm on scheduled Tuesdays at Pines and Bone Trail Recreation Areas, except when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.5 Place of Performance: The work to be performed under this contract will be performed at multiple recreation areas and facilities location within the Fort Peck Project with the following names:

Pines Recreation Area

Bone Trail Recreation Area

1.6.5.1 Site Visit: It is highly recommended that prospective bidders make a site visit prior to submitting bid package.

1.6.6 Type of Contract: This is a performance based contract that the government will award based on a Best Value acquisition strategy.

Contractor selection will be based on evaluation of contract cost, past performances on contracts and experience at performing this type of work, each being weighted equally. **Bidders are required to provide three (3) references that are willing and able to provide information regarding past performance for this type of work or similar in nature.** Not submitting or omitting the above requirements may result in a non-responsive bid

1.6.7 AT/OPSEC Level: Background Level 1 - General Public Access Areas. Applies to all contracts that are not restricted and the general public has unescorted access at the location(s) of the work to be performed. All Contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The Contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Contractor security matters or processes. **No background checks are required for this contract.**

1.6.7.1 Key Control: The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by the Government shall be duplicated. Contractor shall turn-in any keys issued to personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

1.6.7.1.1 In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.



1.6.7.1.2 The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

1.6.7.2. Damage Reports: In all instances where Government property and/or equipment is damaged by Contractor employees, a full report of the incident and extent of such damage shall be submitted to the COR within one work day of occurrence.

1.6.7.3. Lock Combinations: N/A

1.6.8 Special Qualifications: The Contractor must pre-screen Candidates using the E-verify Program (<https://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, with the designated Government representative. This Form will be provided to the Contracting Officer and shall become part of the official contract file. Contractor or employees of the Contractor must have a valid Montana driver's license and must retain one through the life of the contract.

1.6.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, COR and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the Contracting Officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.9.1 Contractor Submittals: Contractor will provide for approval at this meeting the following items:

- a) Certificate of Insurance
- b) List of Contractor Employees
- c) List of Equipment to be used in performing contract
- d) Quality Control Plan
- e) List of Cleaning Materials with Safety Data Sheets (SDS). New cleaning products with SDS must be submitted for approval prior to being used.
- f) Copy of Valid Driver License(s)

1.6.9.2 Project Tour/Recreation Area Site Visit: Following Post Award Conference, COR and Contractor may do a tour of the facilities and discuss performance issues.

1.6.10 Contracting Officers Representative: The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. The COR is not authorized to change any of the terms and conditions of the resulting order. The COR for this contract shall be Cindy Lott, Fort Peck Lake Office, P.O. Box 208, Fort Peck, MT 59223, Phone 406-526-3411 extension 4268.

1.6.11 Key Personnel: The following personnel are considered key personnel by the government: Contract Manager. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the COR. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available 8:00 AM thru 5:00 PM, Monday thru Friday except Federal holidays.

1.6.12 Identification of Contractor Employees: All contract personnel attending meetings and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractor will be provided magnetic signs to be affixed to contractor owned vehicles used in the performance of contract requirements.

1.6.13 Health and Safety: The following safety requirements are applicable to the work performed under this contract.

1.6.13.1 EM 385-1-1: Contactor shall comply with Occupational Safety and Health Act (OSHA) in addition to the requirements of the Corps of Engineers *Safety and Health Requirements Manual*, EM 385-1-1 dated 30 November 2014, and Occupational Safety and Health Standards found in CFR 1910 and applicable State and Federal Regulations. EM 385-1-1 may be reviewed at: [http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf), or at the Fort Peck Project Administration Building, 301 East Kansas Street, Fort Peck, Montana. Please look at Appendix A, paragraph 11 of EM 385-1-1 for an abbreviated Accident Prevention Plan (APP) for service and supply contracts.

1.6.13.2 Although recognized medical authorities have advised that the Acquired Immune Deficiency Syndrome (AIDS) virus, Hepatitis B, etc., are not considered to be transmitted by casual means, there is sufficient uncertainty about this issue to suggest that it may be prudent to consider certain minimal precautions against possible disease transmission while cleaning restrooms, and handling waste from restrooms and garbage containers. Even though the potential for disease exposure is considered very low, it is suggested that employees be informed of this remote potential and that the precautions and measures such as wearing surgical gloves is a recognized economical means of minimizing the potential for such exposure.

1.6.14 Payment/Invoices: Contractor shall submit invoices monthly for work completed. Invoice shall include Contractor name, contract number, number of hours worked for the month, and itemized list of services completed (See Sample Invoice Attachment 4/Technical Exhibit 4). Invoice must be signed and dated upon delivery to:

US Army Corps of Engineers  
Fort Peck Project  
PO Box 208  
Fort Peck, MT 59223  
Fax: 406-526-3593

## PART 2 DEFINITIONS

### 2. DEFINITIONS AND ACRONYMS:

#### 2.1. DEFINITIONS:

2.1.1. **CONTRACTOR.** A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2. **CONTRACTING OFFICER.** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3. **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. **DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5. **DELIVERABLE.** Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.6. **KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7. **PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.

2.1.8. **QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9. **QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.10. **SUBCONTRACTOR.** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.11. **TECHNICAL POINT OF CONTACT (TPOC).** An employee of the U.S. Government who administers the contract. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.12. **WORK DAY.** The number of hours per day the Contractor provides services in accordance with the contract.

2.1.12. **WORK WEEK.** Monday through Friday, unless specified otherwise.

## 2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCNUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Plan
TE	Technical Exhibit
TPOC	Technical Point of Contact

PART 3  
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

**3. GOVERNMENT FURNISHED ITEMS AND SERVICES:**

3.1. Keys: All keys necessary to access facilities will be checked out to the Contractor during the post-award conference and returned per 1.6.7.1 above or upon completion of the contract.

3.2 Utilities: Not Applicable

3.2.1. The Contractor will be required to furnish all equipment necessary to load, contain and transport water for cleaning in areas where water is not available and must provide a sufficient amount of water to clean the facilities per this PWS. Detergent/disinfectants will be added to the water in proportions as recommended by the manufacture's label.

3.3. Equipment: The Government will not provide equipment for the performance of this contract.

3.4. Materials: The Government will provide the contractor with magnetic "Contractor Operated Vehicle" signs which will be placed on contractor vehicle and visible at all times when performing duties of contract on Government lands. The Government will not provide any other supplies or materials for the performance of this contract.

PART 4  
CONTRACTOR FURNISHED ITEMS AND SERVICES

**4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

- 4.1. General: The Contractor shall furnish all supplies, materials, equipment, tools, labor, and supervision required to perform work under this contract that are not listed under Section 3.1. of this PWS. The Contractor shall furnish all consumable supplies and materials including but not limited to toilet paper, paper towels, garbage bags, cleaning rags, deodorizers, **approved brand vault toilet odor control additive**, disinfectant, detergent, hand soap, fly strips, degreaser, and chlorine bleach for the performance of this contract.
- 4.2. Transportation: The Contractor will provide transportation to and from the job sites and for travel between job sites, including necessary fuel.

PART 5  
SPECIFIC TASKS

**5. Specific Tasks:**

5.1. Basic Services. The contractor shall provide services for recreation area grounds and facility cleaning at Pines Recreation Area and Bone Trail Recreation Area on Fort Peck Project.

5.1.1 Schedule and Location of Work. The work schedule is found in Attachment 3/Technical Exhibit 3 and recreation area locations for each service will be identified as part of the site tour during Post Award Conference.

5.1.2 The items listed on the cleaning schedule and the contractor's bid sheet reflect amenities/facilities currently in place. The contractor will not invoice for items that are not in service for the invoice period. If for any reason a facility or amenity is taken out of service, the contractor is not to clean nor invoice for those items during that invoice period. The COR will notify the contractor when facilities are added or removed from service.

5.2. **Vault Toilet Cleaning:** Vault toilet cleanings shall be performed on the days scheduled between the hours of 6:00 a.m. and 6:00 p.m.

5.2.1. Per attached scheduled, the following work will be performed:

- a) The risers, toilet seat, lid, hand rails, walls and floor will be thoroughly cleaned using an approved cleaning agent and disinfectant and wiped dry. All standing water shall be removed.
- b) The facility interior and exterior shall be free of all insects, insect nests, cobwebs, and any debris or residue left from insects or animals. Debris that cannot be removed by sweeping shall be washed off.
- c) A deodorizer will be attached behind toilet riser(s) or placed in the vents or on the ledge above the toilet once monthly or more often if requested by the COR.
- d) Pest Strips will be placed in all vaults toilets at least once a month or more often if requested by the COR.
- e) All undesirable substances will be removed from all surfaces with either chemical solvents or cleaning agents. If a stain, mark or substances cannot be removed by reasonable cleaning efforts, the COR shall be advised.
- f) Vault toilet odor control will be added as needed.
- g) There shall be an adequate supply of toilet paper to last until next scheduled cleaning. If over half a roll has been used, it shall be removed from toilet paper holder and placed on top of new roll.
- h) Exterior concrete approaches shall be cleaned of all dirt, mud and debris.
- i) Snow and ice shall be removed from all exterior concrete approaches.

5.3 **Campfire Ring Cleaning:** Individual campfire rings shall be cleaned on days scheduled between the hours of 6:00 am and 6:00 pm. **Contractor must extinguish all unattended fires and report all unattended fires with detailed location and relative campsite information to the COR.**

5.3.1 Per attached schedule, the following work will be performed:

- a) Campfire rings will be cleaned of all ashes, litter, garbage, trash or foreign objects down to the ground level on the inside of the fire ring. Place all material in a garbage bag. **MAKE SURE ALL ASHES ARE COOL BEFORE DUMPING INTO GARBAGE BAGS.** The contractor is responsible for disposal at nearest approved refuge site off of government property.

b) The cooking surface will be cleaned, removing all food particles or foreign matter from the grill. The COR will be promptly notified of any grills needing repairs or missing grills.

c) All ash, litter, and other trash will be cleaned up within ten feet of each designated campfire ring.

**5.4 Picnic Shelter Cleaning:** Bone Trail Picnic Shelter cleanings will be completed between the hours of 6:00 a.m. and 6:00 p.m.

5.4.1 Per attached schedule, the following work will be performed:

a) All picnic tables in picnic shelters will be cleaned. The tabletops and bench will be cleaned with an approved cleaning agent. All food, crumbs, sticky residues or foreign material will be cleaned off the picnic tables.

b) Concrete shelter pad will be made free of all food, grease, crumbs, sticky residue, litter, garbage, trash, or foreign matter including dirt and mud.

c) Fire ring will be cleaned of all ashes, litter, garbage, trash or foreign matter.

d) Litter will be picked up within 50 feet of each shade shelter.

e) Contractor is responsible for removing any bird nests on any part of the shade shelters. However if nest have eggs in them or hatchlings, contractor must wait to remove until birds have fledged the nest. Each scheduled cleaning the shelters needs to be checked to make sure there are not any new nests.

f) Snow and ice shall be removed from all exterior concrete approaches.

**5.5 Shelter Building Cleaning:** Pines Shelter Building cleanings shall be performed on scheduled days between the hours of 6:00 a.m. and 6:00 p.m.

5.5.1. The following work will be performed at the shelter building:

- a) Floors shall be washed thoroughly with cleaning/disinfectant agent approved by the COR.
- b) Floors shall be dried by means of a mop or squeegee. No water will remain on the floor.
- c) All picnic tables in shelter building will be cleaned. The tabletops and bench will be cleaned with an approved cleaning agent. All food, crumbs, sticky residues or foreign material will be cleaned off the picnic tables.
- d) Garbage cans will be emptied, bags replaced and exterior cleaned.
- e) Windows will be washed inside and out. No streaks, smears or debris of any kind will remain on windows or window sills.
- f) All undesirable substances will be removed from all surfaces with either chemical solvents or cleaning agents. If a stain, mark or substances cannot be removed by reasonable cleaning efforts, the COR shall be advised.
- g) Griddles and grease drawers shall be cleaned as follows:
  - 1) Scrape food particles on grease spout into grease drawer.
  - 2) Clean the griddle surface with pumice or griddle stone, rubbing with the grain of the metal while the griddle surface is warm.
  - 3) Wipe griddle clean of residue from the griddle stone, rubbing with clean burlap or cleaning cloths. When griddle is clean, put a thin coat of vegetable



oil on the griddle surface. DO NOT USE WATER ON THE GRIDDLE SURFACE.

- 4) Empty and wash out grease drawer with hot water and a mild detergent. Wipe dry and replace in griddle.
- 5) Clean all surrounding surfaces of the griddle with warm water and a mild detergent. Rinse and wipe off excess water. Polish with a dry, soft cloth, clean the table or counter area under the grill of all food particles, grease, dust, and dirt.

h) Pest Strips will be placed in the shelter building at least once a month or more often if requested by the COR.

**5.6 Campsite Picnic Tables:** All campsite picnic tables will be cleaned per attached schedule. The tabletop and benches will be cleaned with an approved cleaning agent. All food, crumbs, sticky residues, animal feces or foreign material will be cleaned off the picnic tables.

**5.7 Litter Pickup:** Litter will be picked up on days scheduled between the hours of 6:00 am and 6:00 pm at all recreation areas.

5.7.1. Per attached scheduled, the following work will be performed:

- a) **Litter will be picked up within a 50 feet radius of all facilities cleaned by the contractor at the time the facility is cleaned including the boat ramp.**
- b) The concrete and ground around picnic tables, campfire rings, shade shelters, shelter buildings, vault toilets, boat ramps, playgrounds, information kiosks, and bulletin boards, parking areas and fish cleaning stations will be cleaned of all garbage, litter, and other debris.
- c) **Pick up all litter within 20 feet on either side of the access and circulation roads within the boundaries of all recreation areas cleaned.**
- d) The recreation areas, including parking lots will be raked or swept as needed to remove garbage, including but not limited to bottle caps, metal pull tabs, small papers, cigarette butts, broken glass and other material.
- e) All litter will be disposed of in an approved disposal area off of government property. The Contractor shall make all necessary arrangements, obtain permits if required and make all payment for use of disposal area.
- f) The Contractor will not be required to clean up fallen trees, nor will they be required to remove timber or other drift deposited ashore during high water or by winds. All fallen trees in the cleaning and mowing areas shall be reported to the COR.

**5.8 Fish Cleaning Station:** Fish cleaning station at Pines Recreation Area will be cleaned on scheduled days between the hours of 6:00 a.m. and 6:00 p.m.

5.8.1 All skins, scales, fish entrails, residue or foreign matter will be cleaned from the cutting boards, rinse table, walls cabinet doors, counters, and all areas of the cleaning station. Clogged drains will be unplugged and fish skins removed as necessary. All walls, fixtures, tables and floors will be washed and rinsed thoroughly with a cleaning agent approved by the COR. All counters and sink will be washed with a light bleach solution after each cleaning. Surfaces will be wiped dry upon completion. **The COR will be notified immediately if the grinder is not working or the drain is plugged.**

5.8.2 All insects, insect nests, cobwebs and any debris or residue left from insects or animals will be removed from the interior of the fish cleaning station and shelter.

5.9 **Courtesy Docks and Boat Ramps:** Boat ramps and docks shall be cleaned according to the following:

5.9.1 Per attached schedule the following work will be performed:

- a) Markings, stains and all foreign substances will be removed from the dock with either chemical solvents or cleaning agents. If a stain, mark or substance cannot be removed by reasonable efforts, the COR shall be advised.
- b) The courtesy dock shall be swept from of all grass, debris, leaves, litter, mud, dirt, rocks, branches and any other objects.
- c) The Contractor will promptly report all vandalism and major maintenance needs to the COR.
- d) The Contractor will be required to report to the COR if boat ramp needs to be moved to accommodate lake elevations.
- e) In the event that the boat launching ramp gets covered with silt at the water level and/or below the water level, so as to inhibit safe boat launching, the COR will be notified as soon as possible of the ramp condition.

5.10 **Playground Area Cleaning:** Playground equipment and surrounding area at Pines Recreation Area shall be cleaned on scheduled days between 6 a.m. and 6 p.m.

5.10.1 The following work will be performed:

- a) Markings, stains and all foreign substances will be removed from surfaces of playground equipment and benches with either chemical solvents or cleaning agents. If a stain, mark or substance cannot be removed by reasonable efforts, the COR shall be advised.
- b) All insects, insect nests, cobwebs and any debris or residue left from insects or animals will be removed from playground equipment and benches.
- c) Litter shall be picked up and removed per section 5.6 above.

5.11 **Mowing and Trimming:** Mowing and trimming will Pines and Bone Trail Recreation Areas (Technical Exhibit 5, map 1). All mowing and trimming will be accomplished between the hours of 6:00am and 6:00 pm.

5.11.1 The Contractor shall mow/trim all vegetation within exterior boundary of each designated area including around vault toilets, picnic shelter, shelter building, bulletin boards, information kiosk, campsites, picnic tables, campsite pads, campfire rings, parking lots, playground equipment, fish cleaning station, interpretive signs, horse corral, game pole, guard posts, trees, shrubs and along roadways. Environmental conditions may dictate mowing schedule. If fire conditions are not suitable for a safe mowing; mowing may be cancelled or Contractor may be required to provide fire suppression equipment (pre-approved by COR) on hand at time of mowing.

5.11.2 Mowing will be accomplished on an as needed basis; weather may dictate actual mow dates. The Fort Peck Project will contact contractor via telephone to initiate called mowing. The COR will

follow up with written correspondence documenting start and completion times and dates. Contractor shall mow and trim all vegetation within exterior boundary of each designated area to look well-manicured. Maintain grass height between two (2) and three (3) inches uniform in appearance, free of skips, gaps, rutting, or scalping. If campsites are occupied at time of mowing the Contractor will politely and courteously contact the camper to move personal belongings and then mow the site without discharging any mow clipping/debris on camper's personal property. Contractor will be responsible for any damage done to camper's property. In the event that the camper refuses to move items and/or does not want the mowers in the campsite during their stay, the contractor will inform the COR. If any trees are damaged or cut down accidentally, the Contractor will pay the replacement costs.

5.11.3 Contractor shall keep all mowed grass clippings off of campsite pads and vault toilet sidewalks or approaches. All grass clippings mowed/blown on to concrete sidewalks, pads or approaches shall be removed by sweeping or use of a leaf blower.

a) Vault toilets: Mow/trim area around each individual Vault toilet to established cut line.

b) Kiosks, Signs: Mow/trim area around signs and kiosks to established cut line.

c) Campsites and picnic shelter and shelter building: All vegetation will be mowed/trimmed 40 feet around the perimeter of each campsite and shelter, including campfire rings and picnic tables or to established cut line.

d) Playground: All vegetation will be mowed/trimmed to established cut line within playground area. Includes trimming/mowing around playground equipment, benches and barrier posts.

d) Roadways: All road edges and campsite approaches shall be mowed/trimmed 60 inches from the edge of the road, parking lot surface or to the established cut line unless otherwise stated.

1) Pines: The full length of roads 1300 (starting at the cattle guard), 1302 (Holladay Point), 1305, 1307 will be mowed to above standards. All approaches of other roads that intersect with road 1300 will be mowed/trimmed for a length of 10 feet and a width of 60 inches on either side of the road. Road edges approaching all campsites on Pines point will be mowed/trimmed 60 inches from edge of road.

2) Bone Trail will be mowed/trimmed to above specifications starting at bottom cattle guard.

e) Parking Areas and overlooks: All parking areas and interpretive overlooks will be mowed to established cut lines.

f) Boat Ramp and Dock Approaches: Vegetation will be mowed/trimmed 60 inches on either side of boat ramps as well as where dock approaches meet the shoreline.

g) Horse Corral at Bone Trail: All Vegetation within the corral will be mowed/trimmed to a height of between two and three inches and a 3 feet perimeter shall be mowed outside the corral.

h) Pines Recreation Area total mow/trim area is approximately 7.5 acres. Reference map for Pines mowing is Technical Exhibit 5, maps 3 through 7.

i) Bone Trail Recreation Area total mow/trim area is approximately 1 acre. Reference map for Bone Trail mowing is Technical Exhibit 5, map 2.

5.12 **Insurance:** The Contractor shall procure and maintain, during the entire period of performance under the contract, the following minimum insurance in the amounts listed:

Comprehensive General Liability, Bodily Injury or Death \$500,000 per occurrence

Motor Vehicle Liability (for each motor vehicle) \$200,000 per person

Bodily injury or death occurrence \$500,000 per occurrence

Property Damage occurrence \$ 20,000 per occurrence

Workers' Compensation and Employer's Liability \$100,000 per person

5.12.1 Contractor shall provide certificate or other proof of insurance at Post Award Conference.

PART 6  
APPLICABLE PUBLICATIONS

**6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)**

6.1. SAFETY REQUIREMENTS. The Contractor shall comply with all current provisions of the Occupational Safety and Health Act (OSHA) in addition to the requirements of the Corps of Engineers Manual, EM 385-1-1 dated 30 November 2014, "Safety and Health Requirements Manual " [http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf), or as otherwise indicated herein. If the Contractor fails or refuses to promptly comply with safety and security requirements as specified herein, the Contracting Officer may issue a stop work order for all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made subject to a claim for extension of time or for excess costs or damages to the Contractor. The Contractor will not be paid for work not performed as a result of the stop order.

6.2. The Contractor shall comply with all applicable laws, statutes, and regulations, including Title 36, Chapter III, Part 327 as defined in Engineering Pamphlet EP-1165-2-316.

PART 7

ATTACHMENT/TECHNICAL EXHIBIT LISTING

**7. Attachment/Technical Exhibit List:**

- 7.1. Attachment 1/Technical Exhibit 1 – Performance Requirements Summary (PRS)
- 7.2. Attachment 2/Technical Exhibit 2 – Deliverables Schedule
- 7.3 Attachment 3/Technical Exhibit 3 – Work Schedule
- 7.4 Attachment 4/ Technical Exhibit 4 – Sample Invoice Format
- 7.5 Attachment 5/ Technical Exhibit 5 – Pines and Bone Trail Mowing Reference Maps
- 7.6 Attachment 6/ Technical Exhibit 6 - QASP

BID SHEET

<b>BID SHEET 2017 – BASE PERIOD</b>					
<b>Pines</b>	<b>Unit Price</b>		<b>Quantity</b>		<b>Total</b>
Single Vault Toilet near Boat Ramp	\$	X	33	CLEANINGS=	\$
Single Vault Toilet South of Shelter	\$	X	33	CLEANINGS=	\$
Single Vault Toilet NE of Shelter	\$	X	33	CLEANINGS=	\$
Single Vault Toilet at Point	\$	X	33	CLEANINGS=	\$
Shelter Building with Tables	\$	X	33	CLEANINGS=	\$
Playground Equipment	\$	X	33	CLEANINGS=	\$
28 Campsites with Campfire Rings	\$	X	33	CLEANINGS=	\$
Courtesy Dock and Boat Ramp	\$	X	30	CLEANINGS=	\$
Fish Cleaning Station	\$	X	30	CLEANINGS=	\$
Litter Pick Up	\$	X	33	CLEANINGS=	\$
Mow/Trim	\$	X	2	MOWINGS=	\$
			<b>Pines Subtotal</b>		\$
<b>Bone Trail</b>	<b>Unit Price</b>		<b>Quantity</b>		<b>Total</b>
Single Vault Toilet in Campground	\$	X	33	CLEANINGS=	\$
Double Vault Toilet near Parking Area	\$	X	33	CLEANINGS=	\$
5 Campsites with Campfire Rings	\$	X	33	CLEANINGS=	\$
Picnic Shelter with Tables and Campfire Ring	\$	X	33	CLEANINGS=	\$
Courtesy Dock and Boat Ramp	\$	X	30	CLEANINGS=	\$
Litter Pick Up	\$	X	33	CLEANINGS=	\$
Mow/Trim	\$	X	2	MOWINGS=	\$
			<b>Bone Subtotal</b>		\$
<b>Base Period – Grand Total</b>					\$

<b>BID SHEET 2018 – Option Period 1</b>					
<b>Pines</b>	<b>Unit Price</b>		<b>Quantity</b>		<b>Total</b>
Single Vault Toilet near Boat Ramp	\$	X	36	CLEANINGS=	\$
Single Vault Toilet South of Shelter	\$	X	36	CLEANINGS=	\$
Single Vault Toilet NE of Shelter	\$	X	36	CLEANINGS=	\$
Single Vault Toilet at Point	\$	X	36	CLEANINGS=	\$
Shelter Building with Tables	\$	X	36	CLEANINGS=	\$
Playground Equipment	\$	X	36	CLEANINGS=	\$
28 Campsites with Campfire Rings	\$	X	36	CLEANINGS=	\$
Courtesy Dock and Boat Ramp	\$	X	30	CLEANINGS=	\$
Fish Cleaning Station	\$	X	30	CLEANINGS=	\$
Litter Pick Up	\$	X	36	CLEANINGS=	\$
Mow/Trim	\$	X	2	MOWINGS=	\$
			<b>Pines Subtotal</b>		\$
<b>Bone Trail</b>	<b>Unit Price</b>		<b>Quantity</b>		<b>Total</b>
Single Vault Toilet in Campground	\$	X	36	CLEANINGS=	\$
Double Vault Toilet near Parking Area	\$	X	36	CLEANINGS=	\$
5 Campsites with Campfire Rings	\$	X	36	CLEANINGS=	\$
Picnic Shelter with Tables and Campfire Ring	\$	X	36	CLEANINGS=	\$
Courtesy Dock and Boat Ramp	\$	X	30	CLEANINGS=	\$
Litter Pick Up	\$	X	36	CLEANINGS=	\$
Mow/Trim	\$	X	2	MOWINGS=	\$
			<b>Bone Subtotal</b>		\$
<b>Option Period 1 – Grand Total</b>					\$



<b>BID SHEET 2019 – Option Period 2</b>					
<b>Pines</b>	<b>Unit Price</b>		<b>Quantity</b>		<b>Total</b>
Single Vault Toilet near Boat Ramp	\$	X	35	CLEANINGS=	\$
Single Vault Toilet South of Shelter	\$	X	35	CLEANINGS=	\$
Single Vault Toilet NE of Shelter	\$	X	35	CLEANINGS=	\$
Single Vault Toilet at Point	\$	X	35	CLEANINGS=	\$
Shelter Building with Tables	\$	X	35	CLEANINGS=	\$
Playground Equipment	\$	X	35	CLEANINGS=	\$
28 Campsites with Campfire Rings	\$	X	35	CLEANINGS=	\$
Courtesy Dock and Boat Ramp	\$	X	29	CLEANINGS=	\$
Fish Cleaning Station	\$	X	29	CLEANINGS=	\$
Litter Pick Up	\$	X	35	CLEANINGS=	\$
Mow/Trim	\$	X	2	MOWINGS=	\$
			<b>Pines Subtotal</b>		\$
<b>Bone Trail</b>	<b>Unit Price</b>		<b>Quantity</b>		<b>Total</b>
Single Vault Toilet in Campground	\$	X	35	CLEANINGS=	\$
Double Vault Toilet near Parking Area	\$	X	35	CLEANINGS=	\$
5 Campsites with Campfire Rings	\$	X	35	CLEANINGS=	\$
Picnic Shelter with Tables and Campfire Ring	\$	X	35	CLEANINGS=	\$
Courtesy Dock and Boat Ramp	\$	X	29	CLEANINGS=	\$
Litter Pick Up	\$	X	35	CLEANINGS=	\$
Mow/Trim	\$	X	2	MOWINGS=	\$
			<b>Bone Subtotal</b>		\$
<b>Option Period 2 – Grand Total</b>					\$

<b>BID SHEET 2020 – Option Period 3</b>					
<b>Pines</b>	<b>Unit Price</b>		<b>Quantity</b>		<b>Total</b>
Single Vault Toilet near Boat Ramp	\$	X	35	CLEANINGS=	\$
Single Vault Toilet South of Shelter	\$	X	35	CLEANINGS=	\$
Single Vault Toilet NE of Shelter	\$	X	35	CLEANINGS=	\$
Single Vault Toilet at Point	\$	X	35	CLEANINGS=	\$
Shelter Building with Tables	\$	X	35	CLEANINGS=	\$
Playground Equipment	\$	X	35	CLEANINGS=	\$
28 Campsites with Campfire Rings	\$	X	35	CLEANINGS=	\$
Courtesy Dock and Boat Ramp	\$	X	29	CLEANINGS=	\$
Fish Cleaning Station	\$	X	29	CLEANINGS=	\$
Litter Pick Up	\$	X	35	CLEANINGS=	\$
Mow/Trim	\$	X	2	MOWINGS=	\$
			<b>Pines Subtotal</b>		\$
<b>Bone Trail</b>	<b>Unit Price</b>		<b>Quantity</b>		<b>Total</b>
Single Vault Toilet in Campground	\$	X	35	CLEANINGS=	\$
Double Vault Toilet near Parking Area	\$	X	35	CLEANINGS=	\$
5 Campsites with Campfire Rings	\$	X	35	CLEANINGS=	\$
Picnic Shelter with Tables and Campfire Ring	\$	X	35	CLEANINGS=	\$
Courtesy Dock and Boat Ramp	\$	X	29	CLEANINGS=	\$
Litter Pick Up	\$	X	35	CLEANINGS=	\$
Mow/Trim	\$	X	2	MOWINGS=	\$
			<b>Bone Subtotal</b>		\$
<b>Option Period 3 – Grand Total</b>					\$

<b>BID SHEET 2021 – Option Period 4</b>					
<b>Pines</b>	<b>Unit Price</b>		<b>Quantity</b>		<b>Total</b>
Single Vault Toilet near Boat Ramp	\$	X	35	CLEANINGS=	\$
Single Vault Toilet South of Shelter	\$	X	35	CLEANINGS=	\$
Single Vault Toilet NE of Shelter	\$	X	35	CLEANINGS=	\$
Single Vault Toilet at Point	\$	X	35	CLEANINGS=	\$
Shelter Building with Tables	\$	X	35	CLEANINGS=	\$
Playground Equipment	\$	X	35	CLEANINGS=	\$
28 Campsites with Campfire Rings	\$	X	35	CLEANINGS=	\$
Courtesy Dock and Boat Ramp	\$	X	29	CLEANINGS=	\$
Fish Cleaning Station	\$	X	29	CLEANINGS=	\$
Litter Pick Up	\$	X	35	CLEANINGS=	\$
Mow/Trim	\$	X	2	MOWINGS=	\$
			<b>Pines Subtotal</b>		\$
<b>Bone Trail</b>	<b>Unit Price</b>		<b>Quantity</b>		<b>Total</b>
Single Vault Toilet in Campground	\$	X	35	CLEANINGS=	\$
Double Vault Toilet near Parking Area	\$	X	35	CLEANINGS=	\$
5 Campsites with Campfire Rings	\$	X	35	CLEANINGS=	\$
Picnic Shelter with Tables and Campfire Ring	\$	X	35	CLEANINGS=	\$
Courtesy Dock and Boat Ramp	\$	X	29	CLEANINGS=	\$
Litter Pick Up	\$	X	35	CLEANINGS=	\$
Mow/Trim	\$	X	2	MOWINGS=	\$
			<b>Bone Subtotal</b>		\$
<b>Option Period 4 – Grand Total</b>					\$

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 02-MAY-2017 TO 31-JAN-2018	N/A	COE FT PECK PROJECT OFFICE CINDY LOTT USAED OMAHACENWO-OD-FP BOX 208 FORT PECK MT 59223-0208 (402)526-3411 EXT. 4268 FOB: Destination	968609
0002	POP 01-FEB-2018 TO 31-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	968609
0003	POP 01-FEB-2019 TO 31-JAN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	968609
0004	POP 01-FEB-2020 TO 31-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	968609
0005	POP 01-FEB-2021 TO 31-JAN-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	968609

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2016
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016

52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Items	JAN 2017
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.217-5	Evaluation Of Options	JUL 1990
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.233-2	Service Of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.222-7007	Representation Regarding Combating Trafficking in Persons	JAN 2015
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013

#### CLAUSES INCORPORATED BY FULL TEXT

#### Instructions to Quoters—Commercial Items

This solicitation is being advertised as a best value procurement. See FAR 52.212-2 Addendum; Evaluation—Commercial Items for specific information to be submitted with your quote.

Please provide the following information with your quote:

Company's Name as it appears on SAM: \_\_\_\_\_

Company's Address as it appears on SAM: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CAGE CODE: \_\_\_\_\_

DUNS: \_\_\_\_\_

TIN: \_\_\_\_\_

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits a quotation in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of quotations. Submit quotations to the office specified in this solicitation at or before the exact time specified in this solicitation. Electronic quotations are preferred over paper responses, unless other arrangements have been made. **Send completed quotation to Mr. Kevin Thomsen at [kevin.s.thomsen@usace.army.mil](mailto:kevin.s.thomsen@usace.army.mil)**

Quotations may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of quotations;
- (3) The name, address, and telephone number of the quoter;
- (4) A technical description of the items being quoted in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3](#)( b ) for those representations and certifications that the quoter shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the quotation is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Quotations that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Reserved.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of quotations. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during testing.

(e) Multiple quotations. Quoters are encouraged to submit multiple quotations presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each quotation submitted will be evaluated separately.

(f) Late submissions.

- (1) Quoters are responsible for submitting quotations so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that quotations are due.
- (2) Any quotation received at the Government office designated in the solicitation after the exact time specified for receipt of quotations is late and will not be considered unless it is received before purchase order issuance and the Contracting Officer determines that accepting the late quotation would not unduly delay the acquisition.
- (3) If an emergency or unanticipated event interrupts normal Government processes so that quotations cannot be received at the Government office designated for receipt of quotations by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of quotations will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(g) Issuance of purchase order. Quotations should contain the quoter's best technical and price terms. The

Contracting Officer may reject any or all quotations. The Contracting Officer may issue a purchase order to other than the quoter with the lowest priced quotation. After the evaluation of quotations, the Contracting Officer may negotiate final terms with one or more quoters of the Government's choice before issuing any purchase order. The Contracting Officer will not negotiate with any quoters other than those of the Government's choice and will not use the formal source selection procedures described in FAR part 15.

(h) Multiple purchase orders. The Government may issue a purchase order for any item or group of items of a quotation, unless the quoter qualifies the quotation by specific limitations. Unless otherwise provided in the Schedule, quotations may not be submitted for quantities less than those specified. The Government reserves the right to issue a purchase order for a quantity less than the quantity quoted, at the unit prices quoted, unless the quoter specifies otherwise in the quotation.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925  
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all quotations exceeding \$3,000, and quotations of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The quoter shall enter, in the block with its name and address on the cover page of its quotation, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the quoter's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the quoter to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the quoter does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A quoter within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. A quoter located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The quoter should indicate that it is a quoter for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of a quotation, the quoter acknowledges the requirement that a prospective contractor shall be registered in the SAM

database prior to purchase order issuance, during performance and through final payment of any contract resulting from this solicitation. If the quoter does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to issue the purchase order to the next otherwise successful registered quoter. Quoters may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) Requests for information. The contracting officer will not notify unsuccessful quoters that responded to this solicitation. Quoters may request information on purchase order(s) resulting from this solicitation from the contracting officer.

(m) Insurance Required (FAR 52.228-5):

In accordance with FAR 28.307-2, "Liability," the contractor shall procure the following minimum insurance:

<u>Type</u>	<u>Amount</u>
Workman's Compensation and Employer's Liability Insurance	\$100,000
General Liability Insurance	\$1,000,000 per occurrence

And, when automobiles are used in connection with performing the contract:

<u>Type</u>	<u>Amount</u>
Automobile Liability Insurance	\$200,000 per person
Bodily Injury	\$500,000 per occurrence
Property Damage	\$ 20,000 per occurrence

And, when aircraft is used in connection with performing the contract:

<u>Type</u>	<u>Amount</u>
Aircraft Public and Passenger Liability Insurance	\$200,000 per person
Bodily Injury (other than passenger injury)	\$500,000 per occurrence
Property Damage	\$200,000 per occurrence
Passenger Liability Bodily Injury	\$200,000 multiplied by the number of seats or passengers, whichever is greater

And, when contract performance involves use of vessels, the Contracting Officer shall require, as determined by the agency, vessel collision liability and protection and indemnity insurance. The contractor is responsible for contacting the state for compliance with its workman's compensation laws.

(n) State and Local Taxes:

The U.S. Army Corps of Engineers is exempt from paying state and local taxes per Title 4 United States Code 104-107. The U.S. Army Corps of Engineers Tax ID Number is 62-1642142.

Contractors performing services for the U.S. Army Corps of Engineers are not exempt from state and local taxes in transactions with vendors, suppliers or subcontractors.



(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

**The government will award based on:**

**(1) Cost Factor – Low price is equal to past performance.**

**(2) Past Performance Factor – Contractor needs to provide two (3) references of similar size/type jobs.**

**Past performance is equal to price.**

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2017)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision --

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means—

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a

judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’”. The DOL Guidance, dated August 25, 2016, can be obtained from [www.dol.gov/fairpayandsafeworkplaces](http://www.dol.gov/fairpayandsafeworkplaces).

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

(1) Department of Labor Wage and Hour Division (WHD) for--

- (i) The Fair Labor Standards Act;
- (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
- (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
- (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
- (v) The Family and Medical Leave Act; and
- (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for--

- (i) The Occupational Safety and Health Act of 1970; and
- (ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--

- (i) Section 503 of the Rehabilitation Act of 1973;
- (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
- (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for--

- (i) Title VII of the Civil Rights Act of 1964;
- (ii) The Americans with Disabilities Act of 1990;
- (iii) The Age Discrimination in Employment Act of 1967; and
- (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Labor compliance agreement" means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

"Labor laws" means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.

(9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.

(10) The Family and Medical Leave Act.

(11) Title VII of the Civil Rights Act of 1964.

(12) The Americans with Disabilities Act of 1990.

(13) The Age Discrimination in Employment Act of 1967.

(14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).

(15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at [www.osha.gov/dcsp/osp/approved\\_state\\_plans.html](http://www.osha.gov/dcsp/osp/approved_state_plans.html)).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term

“successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)”, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

**Note to paragraph (a):** By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_ .

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_ -.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( \_\_\_\_ ) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( \_\_\_\_ ) has, ( \_\_\_\_ ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( \_\_\_\_ ) has, ( \_\_\_\_ ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( \_\_\_\_ ) has developed and has on file, ( \_\_\_\_ ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or



(ii) It ( \_\_\_\_ ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.  
(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
—
—

—
---

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled ``Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [ \_\_\_\_ ] Are, [ \_\_\_\_ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ \_\_\_\_ ] Have, [ \_\_\_\_ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [ \_\_\_\_ ] Are, [ \_\_\_\_ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ \_\_\_\_ ] Have, [ \_\_\_\_ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

## (ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals. Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (*Executive Order 13126*). [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

[ ☐ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ☐ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or

manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ( ☐ ) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ( ☐ ) Outside the United States.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ( ☐ ) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ( ☐ ) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

*[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

[ ☐ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ( ☐ ) does ( ☐ ) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ☐ ] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ( ☐ ) does ( ☐ ) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

( ☐ ) TIN: -----.

( ☐ ) TIN has been applied for.

( ☐ ) TIN is not required because:

( ☐ ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

( ☐ ) Offeror is an agency or instrumentality of a foreign government;

( \_\_\_\_ ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

( \_\_\_\_ ) Sole proprietorship;

( \_\_\_\_ ) Partnership;

( \_\_\_\_ ) Corporate entity (not tax-exempt);

( \_\_\_\_ ) Corporate entity (tax-exempt);

( \_\_\_\_ ) Government entity (Federal, State, or local);

( \_\_\_\_ ) Foreign government;

( \_\_\_\_ ) International organization per 26 CFR 1.6049-4;

( \_\_\_\_ ) Other -----.

(5) Common parent.

( \_\_\_\_ ) Offeror is not owned or controlled by a common parent;

( \_\_\_\_ ) Name and TIN of common parent:

Name - \_\_\_\_ .

TIN - \_\_\_\_ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation. The Offeror represents that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an inverted domestic corporation; and



(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a subsidiary of an inverted domestic corporation.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [ \_\_\_\_ ] has or [ \_\_\_\_ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_

Immediate owner legal name: \_\_\_\_

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[ \_\_\_\_ ] Yes or [ \_\_\_\_ ] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: \_\_\_\_

Highest level owner legal name: \_\_\_\_

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [ \_\_\_\_ ] is not [ \_\_\_\_ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [ \_\_\_\_ ] is not [ \_\_\_\_ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [ \_\_\_\_ ] is or [ \_\_\_\_ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated ``is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark ``Unknown").

Predecessor legal name: \_\_\_\_ .

(Do not use a ``doing business as" name).

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror [ \_\_\_\_ ] does [ \_\_\_\_ ] does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror [ \_\_\_\_ ] does [ \_\_\_\_ ] does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked ``does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

[ \_\_\_\_ ](i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[ \_\_\_\_ ](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov), unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

**Note to paragraph (s):** By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ ☐ ] does, [ ☐ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked ``does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

\_\_\_\_ .

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2017) ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) *Definitions.* As used in this provision--

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means--

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’”. The DOL Guidance, dated August 25, 2016, can be obtained from [www.dol.gov/fairpayandsafeworkplaces](http://www.dol.gov/fairpayandsafeworkplaces).

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

(1) Department of Labor Wage and Hour Division (WHD) for--

- (i) The Fair Labor Standards Act;
- (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
- (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
- (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
- (v) The Family and Medical Leave Act; and
- (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for--

- (i) The Occupational Safety and Health Act of 1970; and
- (ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--

(i) Section 503 of the Rehabilitation Act of 1973;

(ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and

(iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for--

(i) Title VII of the Civil Rights Act of 1964;

(ii) The Americans with Disabilities Act of 1990;

(iii) The Age Discrimination in Employment Act of 1967; and

(iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor laws and E.O.s:

(1) The Fair Labor Standards Act.

(2) The Occupational Safety and Health Act (OSHA) of 1970.

(3) The Migrant and Seasonal Agricultural Worker Protection Act.

(4) The National Labor Relations Act.

- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at [www.osha.gov/dcsp/osp/approved\\_state\\_plans.html](http://www.osha.gov/dcsp/osp/approved_state_plans.html)).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are

defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--



(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

**Note to paragraph (a):** By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard

applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. *[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:* \_\_\_\_ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [ \_\_\_\_ ] has, [ \_\_\_\_ ] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ \_\_\_\_ ] has, [ \_\_\_\_ ] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It [ \_\_\_\_ ] has developed and has on file, [ \_\_\_\_ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ \_\_\_\_ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
____	____
____	____
____	____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

—

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:
_____	_____
_____	_____

--	--

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [ \_\_\_\_ ] Are, [ \_\_\_\_ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ \_\_\_\_ ] Have, [ \_\_\_\_ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [ \_\_\_\_ ] Are, [ \_\_\_\_ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ \_\_\_\_ ] Have, [ \_\_\_\_ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals. Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ \_\_\_\_ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ \_\_\_\_ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [ \_\_\_\_ ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [ \_\_\_\_ ] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) [ \_\_\_\_ ] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [ \_\_\_\_ ] does [ \_\_\_\_ ] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;



(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [ \_\_\_\_ ] Certain services as described in FAR 22.1003-4(d)(1). The offeror [ \_\_\_\_ ] does [ \_\_\_\_ ] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[ \_\_\_\_ ] TIN: \_\_\_\_ .

[ \_\_\_\_ ] TIN has been applied for.

[ \_\_\_\_ ] TIN is not required because:

[ \_\_\_\_ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ \_\_\_\_ ] Offeror is an agency or instrumentality of a foreign government;

[ \_\_\_\_ ] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[ \_\_\_\_ ] Sole proprietorship;

[ \_\_\_\_ ] Partnership;

[ \_\_\_\_ ] Corporate entity (not tax-exempt);

[ \_\_\_\_ ] Corporate entity (tax-exempt);

[ \_\_\_\_ ] Government entity (Federal, State, or local);

[ \_\_\_\_ ] Foreign government;

[ \_\_\_\_ ] International organization per 26 CFR 1.6049-4;

[ \_\_\_\_ ] Other \_\_\_\_ .

(5) Common parent.

[ \_\_\_\_ ] Offeror is not owned or controlled by a common parent:

[ \_\_\_\_ ] Name and TIN of common parent:

Name \_\_\_\_

TIN \_\_\_\_

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an inverted domestic corporation; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [ \_\_\_\_ ] has or [ \_\_\_\_ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [ \_\_\_\_ ] is or [ \_\_\_\_ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated ``is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark ``Unknown").

Predecessor legal name: \_\_\_\_.

(Do not use a ``doing business as" name).

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror [ \_\_\_\_ ] does [ \_\_\_\_ ] does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror [ \_\_\_\_ ] does [ \_\_\_\_ ] does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked ``does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

[ \_\_\_\_ ](i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period

beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[ ](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov), unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIS).

**Note to paragraph (s):** By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the

injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ ☐ ] does, [ ☐ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ ☐ ] does, [ ☐ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

\_\_\_\_\_ .

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

\_\_\_\_ (10) [Reserved]

\_\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.

\_\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.

\_\_\_\_ (13) [Reserved]

**X** (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

\_\_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.

\_\_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.

\_\_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.

\_\_\_\_ (v) Alternate IV (Nov 2016) of 52.219-9.

\_\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

\_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

\_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

**X** (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

\_\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).



**X** (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_\_\_\_ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

**X** (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

**X** (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

\_\_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

**X** (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

\_\_\_\_ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

\_\_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

**X** (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

\_\_\_\_ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

\_\_\_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

\_\_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

\_\_\_\_ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_\_ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_ (43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

**X** (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_\_ (45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

\_\_\_\_ (46) 52.223-21, Foams (June, 2016) (E.O. 13693).

\_\_\_\_ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.

\_\_\_\_ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_\_ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

**X** (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

\_\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

**X** (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

\_\_\_\_ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

**X** (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

**X** (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

**X** (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

**X** (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_\_ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) \_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (e)(1)(xvii):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 Days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 Days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 Months.

(End of clause)

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/>  
<http://farsite.hill.af.mil>

(End of provision)

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/>  
<http://farsite.hill.af.mil>

(End of clause)

**52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DFARS (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **DFARS** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**WAGE DETERMINATION**

WD 15-5395 (Rev.-1) was first posted on www.wdol.gov on 01/31/2017

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-5395
Director	Wage Determinations		Revision No.: 1
			Date Of Revision: 01/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Montana

Area: Montana Counties of Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.83
01012 - Accounting Clerk II		14.40
01013 - Accounting Clerk III		16.11
01020 - Administrative Assistant		18.56
01035 - Court Reporter		16.65
01041 - Customer Service Representative I		11.27
01042 - Customer Service Representative II		12.67
01043 - Customer Service Representative III		13.83
01051 - Data Entry Operator I		11.92
01052 - Data Entry Operator II		13.01
01060 - Dispatcher, Motor Vehicle		18.29
01070 - Document Preparation Clerk		12.32
01090 - Duplicating Machine Operator		12.32
01111 - General Clerk I		11.41
01112 - General Clerk II		12.46
01113 - General Clerk III		13.99
01120 - Housing Referral Assistant		17.03
01141 - Messenger Courier		10.55
01191 - Order Clerk I		11.91
01192 - Order Clerk II		13.00
01261 - Personnel Assistant (Employment) I		13.69
01262 - Personnel Assistant (Employment) II		15.31

01263	- Personnel Assistant (Employment) III	17.08
01270	- Production Control Clerk	19.04
01290	- Rental Clerk	11.34
01300	- Scheduler, Maintenance	13.18
01311	- Secretary I	13.18
01312	- Secretary II	14.74
01313	- Secretary III	17.03
01320	- Service Order Dispatcher	17.40
01410	- Supply Technician	18.56
01420	- Survey Worker	14.60
01460	- Switchboard Operator/Receptionist	12.05
01531	- Travel Clerk I	11.66
01532	- Travel Clerk II	12.50
01533	- Travel Clerk III	13.31
01611	- Word Processor I	12.16
01612	- Word Processor II	13.66
01613	- Word Processor III	15.28
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	17.15
05010	- Automotive Electrician	16.68
05040	- Automotive Glass Installer	15.53
05070	- Automotive Worker	15.53
05110	- Mobile Equipment Servicer	13.53
05130	- Motor Equipment Metal Mechanic	17.81
05160	- Motor Equipment Metal Worker	15.53
05190	- Motor Vehicle Mechanic	17.81
05220	- Motor Vehicle Mechanic Helper	12.78
05250	- Motor Vehicle Upholstery Worker	14.49
05280	- Motor Vehicle Wrecker	15.53
05310	- Painter, Automotive	16.68
05340	- Radiator Repair Specialist	15.53
05370	- Tire Repairer	13.43
05400	- Transmission Repair Specialist	17.81
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.22
07041	- Cook I	11.10
07042	- Cook II	12.82
07070	- Dishwasher	8.76
07130	- Food Service Worker	9.75
07210	- Meat Cutter	13.70
07260	- Waiter/Waitress	8.72
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.56
09040	- Furniture Handler	12.35
09080	- Furniture Refinisher	17.56
09090	- Furniture Refinisher Helper	13.97
09110	- Furniture Repairer, Minor	15.63
09130	- Upholsterer	17.56
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.38
11060	- Elevator Operator	11.64
11090	- Gardener	15.11
11122	- Housekeeping Aide	11.64
11150	- Janitor	11.64
11210	- Laborer, Grounds Maintenance	12.28
11240	- Maid or Houseman	9.55
11260	- Pruner	10.98
11270	- Tractor Operator	14.86
11330	- Trail Maintenance Worker	12.28
11360	- Window Cleaner	13.00
12000	- Health Occupations	
12010	- Ambulance Driver	13.26
12011	- Breath Alcohol Technician	16.07
12012	- Certified Occupational Therapist Assistant	18.65
12015	- Certified Physical Therapist Assistant	19.03
12020	- Dental Assistant	15.65
12025	- Dental Hygienist	31.69
12030	- EKG Technician	25.29
12035	- Electroneurodiagnostic Technologist	25.29
12040	- Emergency Medical Technician	13.26
12071	- Licensed Practical Nurse I	14.37
12072	- Licensed Practical Nurse II	16.07
12073	- Licensed Practical Nurse III	17.93
12100	- Medical Assistant	13.93



12130 - Medical Laboratory Technician	18.21
12160 - Medical Record Clerk	14.28
12190 - Medical Record Technician	15.97
12195 - Medical Transcriptionist	16.09
12210 - Nuclear Medicine Technologist	33.21
12221 - Nursing Assistant I	10.85
12222 - Nursing Assistant II	12.20
12223 - Nursing Assistant III	13.32
12224 - Nursing Assistant IV	14.95
12235 - Optical Dispenser	13.70
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	15.16
12280 - Phlebotomist	14.95
12305 - Radiologic Technologist	25.10
12311 - Registered Nurse I	21.64
12312 - Registered Nurse II	26.47
12313 - Registered Nurse II, Specialist	26.47
12314 - Registered Nurse III	32.02
12315 - Registered Nurse III, Anesthetist	32.02
12316 - Registered Nurse IV	38.38
12317 - Scheduler (Drug and Alcohol Testing)	19.92
12320 - Substance Abuse Treatment Counselor	22.39
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.39
13012 - Exhibits Specialist II	19.07
13013 - Exhibits Specialist III	23.33
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	24.94
13047 - Librarian	20.83
13050 - Library Aide/Clerk	11.34
13054 - Library Information Technology Systems Administrator	18.80
13058 - Library Technician	12.80
13061 - Media Specialist I	13.57
13062 - Media Specialist II	15.19
13063 - Media Specialist III	16.92
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	13.61
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	12.91
14160 - Personal Computer Support Technician	17.93
14170 - System Support Specialist	21.59
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.19
15020 - Aircrew Training Devices Instructor (Rated)	35.31
15030 - Air Crew Training Devices Instructor (Pilot)	41.49
15050 - Computer Based Training Specialist / Instructor	29.19
15060 - Educational Technologist	20.72
15070 - Flight Instructor (Pilot)	41.49
15080 - Graphic Artist	20.12
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	41.49
15086 - Maintenance Test Pilot, Rotary Wing	41.49
15088 - Non-Maintenance Test/Co-Pilot	41.49
15090 - Technical Instructor	16.45
15095 - Technical Instructor/Course Developer	20.12
15110 - Test Proctor	13.27

15120 - Tutor	13.27
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.05
16030 - Counter Attendant	9.05
16040 - Dry Cleaner	10.86
16070 - Finisher, Flatwork, Machine	9.05
16090 - Presser, Hand	9.05
16110 - Presser, Machine, Drycleaning	9.05
16130 - Presser, Machine, Shirts	9.05
16160 - Presser, Machine, Wearing Apparel, Laundry	9.05
16190 - Sewing Machine Operator	11.45
16220 - Tailor	12.04
16250 - Washer, Machine	9.65
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.49
19040 - Tool And Die Maker	25.31
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.40
21030 - Material Coordinator	21.93
21040 - Material Expediter	21.93
21050 - Material Handling Laborer	14.77
21071 - Order Filler	13.39
21080 - Production Line Worker (Food Processing)	16.40
21110 - Shipping Packer	14.59
21130 - Shipping/Receiving Clerk	14.59
21140 - Store Worker I	11.91
21150 - Stock Clerk	16.71
21210 - Tools And Parts Attendant	16.40
21410 - Warehouse Specialist	16.40
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.15
23019 - Aircraft Logs and Records Technician	21.13
23021 - Aircraft Mechanic I	24.77
23022 - Aircraft Mechanic II	26.15
23023 - Aircraft Mechanic III	27.65
23040 - Aircraft Mechanic Helper	18.47
23050 - Aircraft, Painter	23.94
23060 - Aircraft Servicer	21.13
23070 - Aircraft Survival Flight Equipment Technician	23.94
23080 - Aircraft Worker	22.13
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.13
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.77
23110 - Appliance Mechanic	19.32
23120 - Bicycle Repairer	14.29
23125 - Cable Splicer	32.46
23130 - Carpenter, Maintenance	18.28
23140 - Carpet Layer	23.18
23160 - Electrician, Maintenance	25.44
23181 - Electronics Technician Maintenance I	22.11
23182 - Electronics Technician Maintenance II	24.90
23183 - Electronics Technician Maintenance III	26.58
23260 - Fabric Worker	19.51
23290 - Fire Alarm System Mechanic	21.43
23310 - Fire Extinguisher Repairer	18.11
23311 - Fuel Distribution System Mechanic	24.70
23312 - Fuel Distribution System Operator	20.07
23370 - General Maintenance Worker	16.68
23380 - Ground Support Equipment Mechanic	24.77
23381 - Ground Support Equipment Servicer	20.54
23382 - Ground Support Equipment Worker	21.87
23391 - Gunsmith I	18.11
23392 - Gunsmith II	20.90
23393 - Gunsmith III	23.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.06
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	22.07
23440 - Heavy Equipment Operator	21.96
23460 - Instrument Mechanic	23.85
23465 - Laboratory/Shelter Mechanic	22.46
23470 - Laborer	13.07

23510	- Locksmith	18.83
23530	- Machinery Maintenance Mechanic	24.78
23550	- Machinist, Maintenance	19.38
23580	- Maintenance Trades Helper	13.80
23591	- Metrology Technician I	23.85
23592	- Metrology Technician II	25.17
23593	- Metrology Technician III	26.62
23640	- Millwright	22.74
23710	- Office Appliance Repairer	20.30
23760	- Painter, Maintenance	19.96
23790	- Pipefitter, Maintenance	24.49
23810	- Plumber, Maintenance	20.21
23820	- Pneudraulic Systems Mechanic	23.98
23850	- Rigger	23.98
23870	- Scale Mechanic	20.90
23890	- Sheet-Metal Worker, Maintenance	20.38
23910	- Small Engine Mechanic	17.40
23931	- Telecommunications Mechanic I	26.07
23932	- Telecommunications Mechanic II	27.52
23950	- Telephone Lineman	24.55
23960	- Welder, Combination, Maintenance	22.45
23965	- Well Driller	23.06
23970	- Woodcraft Worker	23.98
23980	- Woodworker	16.64
24000	- Personal Needs Occupations	
24550	- Case Manager	11.87
24570	- Child Care Attendant	9.45
24580	- Child Care Center Clerk	11.87
24610	- Chore Aide	10.49
24620	- Family Readiness And Support Services Coordinator	11.87
24630	- Homemaker	13.26
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	24.70
25040	- Sewage Plant Operator	20.85
25070	- Stationary Engineer	24.70
25190	- Ventilation Equipment Tender	17.16
25210	- Water Treatment Plant Operator	20.48
27000	- Protective Service Occupations	
27004	- Alarm Monitor	14.55
27007	- Baggage Inspector	11.20
27008	- Corrections Officer	18.34
27010	- Court Security Officer	19.14
27030	- Detection Dog Handler	13.28
27040	- Detention Officer	18.34
27070	- Firefighter	19.79
27101	- Guard I	11.20
27102	- Guard II	13.28
27131	- Police Officer I	21.39
27132	- Police Officer II	22.13
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	12.09
28042	- Carnival Equipment Repairer	13.26
28043	- Carnival Worker	9.94
28210	- Gate Attendant/Gate Tender	13.98
28310	- Lifeguard	10.82
28350	- Park Attendant (Aide)	15.64
28510	- Recreation Aide/Health Facility Attendant	11.42
28515	- Recreation Specialist	13.96
28630	- Sports Official	12.46
28690	- Swimming Pool Operator	16.89
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	21.24
29020	- Hatch Tender	21.24
29030	- Line Handler	21.24
29041	- Stevedore I	20.82
29042	- Stevedore II	23.39
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021	- Archeological Technician I	17.81
30022	- Archeological Technician II	20.28
30023	- Archeological Technician III	24.67

30030 - Cartographic Technician	25.15
30040 - Civil Engineering Technician	20.97
30051 - Cryogenic Technician I	30.28
30052 - Cryogenic Technician II	33.45
30061 - Drafter/CAD Operator I	17.81
30062 - Drafter/CAD Operator II	20.28
30063 - Drafter/CAD Operator III	22.52
30064 - Drafter/CAD Operator IV	27.35
30081 - Engineering Technician I	14.19
30082 - Engineering Technician II	16.98
30083 - Engineering Technician III	19.00
30084 - Engineering Technician IV	23.55
30085 - Engineering Technician V	28.81
30086 - Engineering Technician VI	34.85
30090 - Environmental Technician	18.02
30095 - Evidence Control Specialist	27.33
30210 - Laboratory Technician	19.21
30221 - Latent Fingerprint Technician I	30.28
30222 - Latent Fingerprint Technician II	33.45
30240 - Mathematical Technician	23.76
30361 - Paralegal/Legal Assistant I	15.74
30362 - Paralegal/Legal Assistant II	19.49
30363 - Paralegal/Legal Assistant III	23.85
30364 - Paralegal/Legal Assistant IV	28.23
30375 - Petroleum Supply Specialist	33.45
30390 - Photo-Optics Technician	24.08
30395 - Radiation Control Technician	33.45
30461 - Technical Writer I	20.21
30462 - Technical Writer II	24.71
30463 - Technical Writer III	29.90
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	30.28
30502 - Weather Forecaster II	36.83
30620 - Weather Observer, Combined Upper Air Or	(see 2) 21.66
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.99
31030 - Bus Driver	16.67
31043 - Driver Courier	12.96
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	14.08
31310 - Taxi Driver	9.75
31361 - Truckdriver, Light	14.08
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	19.57
31364 - Truckdriver, Tractor-Trailer	19.57
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.70
99050 - Desk Clerk	9.46
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.84
99252 - Laboratory Animal Caretaker II	11.77
99260 - Marketing Analyst	22.59
99310 - Mortician	23.85
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	19.75
99730 - Refuse Collector	14.59
99810 - Sales Clerk	12.88
99820 - School Crossing Guard	12.23
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.93
99832 - Surveying Technician	18.94
99840 - Vending Machine Attendant	13.33
99841 - Vending Machine Repairer	15.82

99842 - Vending Machine Repairer Helper

13.33

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

#### \*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

#### \*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

#### \*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\*

##### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR

4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).